

Contract no. 1695

T

1990-91 CAPE MAY COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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ARTICLE I - Agreement

This Agreement is entered into this day of , 1992, by and between the Assignment Judge (hereinafter referred to as the "Judge") and the Probation Association of New Jersey (PANJ), Cape May County Local (hereinafter referred to as the "Association").

ARTICLE II - Recognition

The Judge hereby recognizes the Probation Association of New Jersey as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Cape May County Probation Department (hereinafter referred to collectively as "Probation Officers") to negotiate matters relative to salaries and terms and conditions of employment.

ARTICLE III - Salaries**Section 1**

Effective January 1, 1990, and retroactive to that date, probation officers' salary ranges shall be established as follows:

| <u>Title</u> | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Probation Officer | \$19,000 | \$34,650 |
| Senior Probation Officer | 21,000 | 38,325 |

Section 2

Effective January 1, 1990, and retroactive to that date, each probation officer and senior probation officer shall receive an increase of five percent (5%) on his/her December 31, 1989 base salary.

Section 3

Effective January 1, 1991, and retroactive to that date, probation officers' salary ranges shall be established as follows:

| <u>Title</u> | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Probation Officer | \$19,500 | \$36,209 |
| Senior Probation Officer | 21,500 | 40,050 |

Section 4

Effective January 1, 1991, and retroactive to that date, each probation officer and senior probation officer shall receive an increase of four and one-half percent (4½) on his/her December 31, 1990 base salary.

ARTICLE IV - Automobiles

As authorized by N.J.S.A.2A:168-8, a probation officer when designated by the Vicinage Chief Probation Officer/Division Manager to use his/her private vehicle on probation department business shall be reimbursed at the prevailing county mileage rate. Probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Vicinage Chief Probation Officer/Division Manager. Forms for this purpose will be furnished by the Vicinage Chief Probation Officer/Division Manager.

ARTICLE V - Retirement Benefits**Section 1**

Probation officers of the Cape May County Probation Department shall receive the same retirement benefits as are provided generally to other employees of the County.

Section 2

Probation officers of the Cape May County Probation Department shall be entitled to receive upon retirement, a lump sum cash payment equal to fifty percent (50%) of their accrued sick leave credits up to the maximum designated by Chapter 130 of Public Laws of 1973.

ARTICLE VI - Longevity**Section 1**

The following longevity plan shall be maintained by the Employer which is based upon employee's length of continuous and uninterrupted service with the Employer:

1. Five (5) years of service -- 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service -- 4 percent.
3. Fifteen (15) years of service -- 6 percent.
4. Twenty (20) years of service -- 8 percent.
5. Twenty-five (25) years or more of service -- 10 percent.
6. Thirty (30) years or more of service -- 12 percent.
7. Forty (40) years or more of service -- 14 percent.

Longevity pay shall be computed as of January 1 and shall commence on January 1 of the year during which the employee's fifth anniversary date of hire occurs.

Section 2

-- The parties agree that there shall not be provided a longevity plan to employees hired after October 6, 1987. The above longevity plan shall only apply to employees hired prior to that date.

ARTICLE VII - Educational Awards**Section 1**

Probation officers who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Vicinage Chief Probation Officer/Division Manager and approved by the Judge shall be entitled to an annual award of \$375. This award shall be prorated where applicable from the date of completion of all the requirements for the degree and submission of satisfactory evidence of such attainment to the Vicinage Chief Probation Officer/Division Manager.

Section 2

The decision of the Vicinage Chief Probation Officer/Division Manager and the Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

ARTICLE VIII - Tuition Reimbursement

Probation officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

1. Prior approval in writing must be secured from the Vicinage Chief Probation Officer/Division Manager;
2. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of study related to probation as determined by the Vicinage Chief Probation Officer/Division Manager and the Judge;
3. Probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Vicinage Chief Probation Officer/Division Manager;
4. The amount of reimbursement will be fifty (50%) of total tuition costs of the approved courses, up to the maximum allotted by the county budget; and
5. The decision of the Vicinage Chief Probation Officer/Division Manager and the Judge is final and shall not be subject to further appeal.

ARTICLE IX - Supper Allowance

Probation officers who are directed to remain on duty through the supper hour (6:00 p.m.) shall receive a supper allowance of up to \$8.50 based upon the submission of a receipt. Reimbursement of these expenses shall be paid in accordance with the provisions of N.J.S.A.2A:168-8.

ARTICLE X - Vacation and Other Leave CreditsSection 1

Pursuant to R.1:30-5(b), probation officers of the Cape May County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county. Presently, permanent probation officers are entitled to the following vacation credits:

| <u>Length of Service</u> | <u>Number of Days</u> |
|--------------------------|---------------------------|
| 1st Year | 1 per full month employed |
| 2nd - 10th Year | 12 annually |
| 11th - 15th Year | 15 annually |
| 16th - 20th Year | 17 annually |
| 21st - 25th Year | 20 annually |
| 25 + Years | 25 annually |

Unused vacation credits may be carried into the succeeding year only, subject to departmental and county policy limitations.

Section 2

The principle of seniority shall govern the selection and scheduling of vacation periods provided that there is no disruption of normal operations, as determined by the Vicinage Chief Probation Officer/Division Manager. Seniority in title shall be determined by the length of employment a probation officer has served, commencing with the date of permanent appointment in accordance with Department of Personnel rules and regulations.

Section 3

Probation officers shall be entitled to three (3) days administrative leave upon approval of the Vicinage Chief Probation Officer/Division Manager. Administrative leave shall not accumulate, but must be used in the calendar year.

Section 4

Probation officers shall be entitled to a maximum of three (3) days bereavement leave in the event of a death in the immediate family upon approval of the Vicinage Chief Probation Officer/Division Manager. The immediate family shall include husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, and grandchildren.

ARTICLE XI - Sick Leave

Section 1

Probation officers of the Cape May County Probation Department shall receive the same sick leave allowance as is provided generally to other employees of the County. Presently, sick leave with pay shall accrue to any probation officer on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days in every calendar year thereafter.

Section 2

Any amount of sick leave allowance not used in any calendar year shall accumulate to the probation officer's credit from year-to-year to be used if and when needed for such purposes.

Section 3

— The use, recording and accumulation of sick leave shall be consistent with N.J.S.A.11:24A, Civil Service Rules and Regulations and other appropriate statutes and court rules.

ARTICLE XII - Holidays

Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A.36:1-1, these legal holidays shall include:

January 1st.....New Year's Day
3rd Monday in January.....Martin Luther King's Birthday
February 12th.....Lincoln's Birthday
3rd Monday in February.....Washington's Birthday
Last Monday in May.....Memorial Day
July 4th.....Independence Day
1st Monday in September.....Labor Day
2nd Monday in October.....Columbus Day
November 11th.....Armistice or Veterans' Day
4th Thursday in November.....Thanksgiving Day
December 25th.....Christmas Day
Good Friday and General Election Day

Section 2

If any probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

Section 3

In the event a legal holiday listed in Section 1 of this Article falls on a Saturday, probation officers shall receive the preceding Friday off provided prior approval is granted by the Assignment Judge.

ARTICLE XIII - Health and Welfare Benefits

Section 1

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Cape May County employees generally. The County benefits package includes:

1. Medical and surgical health insurance
2. Major medical coverage
3. Eye care coverage
4. Prescription insurance coverage
5. Life insurance coverage
6. Dental insurance coverage
7. Retirement insurance coverage

If during the term of this Agreement Cape May County grants to all county employees any additional health and welfare benefit(s) and such benefit(s) was not made available during the negotiation of this Agreement, then such benefit(s) shall simultaneously be awarded to probation officers. If during the term of this Agreement Cape May County grants to its employees generally any additional health and welfare benefit(s) or provides any expanded coverage and such benefit(s) was not made available as a subject of negotiation for this agreement, the Assignment Judge shall re-open this Article for further negotiation.

Section 2

The County of Cape May shall have the right to review and change the Health Benefit insurance coverage during the term of this Agreement as long as the level of coverage provided is comparable or better.

ARTICLE XIV - Disability Leave

a. Whenever an employee in the classified service is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of an Employer-designated physician or physician acceptable to the Employer, he shall be granted, in addition to his annual sick leave with pay or

any accumulations thereof, leave of absence with pay as may be reasonably required, as evidenced by a certificate of the Employer-designated physician or physician acceptable to the Employer for the period during which worker's compensation payments are allowed. All benefits shall cease upon receipt of a determination that the employee is permanently disabled and will not return to work.

b. Disability payments hereunder shall not be withheld pending receipt by the Employer of the aforementioned certificate but in no event shall the Employer be obligated to make disability payments in excess of the employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the Employer.

c. During the period in which full salary or wages of an employee on disability leave is paid by the Employer, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the Employer by the insurance carrier or the employee.

d. Whenever the employer-designated physician or the physician acceptable to the Employer shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

e. Any employee on injury leave resulting from injury while on Employer's work, shall continue to accrue sick leave credits while he remains on the payroll.

ARTICLE XV - Association Rights

Section 1

PANJ shall furnish to the Vicinage Chief Probation Officer/Division Manager the names of two (2) probation officers who are designated as association stewards for the purpose of handling grievances.

Section 2

Time off with pay shall be provided for official representatives of the Cape May Local of PANJ for the purpose of handling employee grievances and to attend PANJ meetings provided such time is not in excess of twelve (12) days in the aggregate in each calendar year, is otherwise reasonable, and does not interfere with the officers' official duties and functions. the Vicinage Chief Probation Officer/Division Manager or designee shall be notified at least seventy-two (72) hours in advance of using any portion of the aforementioned time unless circumstances make such prior notice impracticable.

Section 3

Whenever any representative of PANJ is mutually scheduled by the parties to participate during working hours in negotiations, hearings, including grievances, conferences, or meetings he/she shall suffer no loss in pay, and that time shall not be deducted from the allotment of days guaranteed by Section 2 of this Article.

Section 4

PANJ dues, in an amount to be specified by PANJ shall be deducted from the pay of each employee who furnishes a written authorization for such deduction in a form which complies with applicable statutory requirements.

PANJ shall indemnify, defend and save the employer harmless against and all claims, demands, suits, or other forms of liability that shall arise out of dues

deductions taken by the employer in reliance upon salary deduction, authorization cards submitted by PANJ.

Section 5

Every employee shall have the right to freely join, organize, and support PANJ. The employer agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by State or Federal law, nor shall discriminate against any employee with respect to our hours, wages, or other terms and conditions of employment by reason of his/her membership in PANJ, for his/her institution of any grievance or complaint with respect to terms and conditions of employment.

Section 6

Any employee who is required to appear before a supervisor for an investigatory interview, which the employee reasonably believes may have an adverse effect upon his/her employment, shall be entitled to be accompanied by a representative of his/her choosing.

ARTICLE XVI - In-Service Training

Section 1

The Vicinage Chief Probation Officer/Division Manager shall furnish to the Association information on in-service training, as the information is received.

Section 2

Probation officers shall be granted authority to participate in seminars and in-service training courses in accordance with the Vicinage Training Policy. Information on training seminars and courses that come to the attention of the department will be posted. Probation officers wishing to attend such seminars and courses will submit a request to the Vicinage Chief Probation Officer/Division Manager to be reviewed. With approval of the Vicinage Chief Probation Officer/Division Manager and the Assignment Judge, the selected probation officers may attend such seminars and courses. Determination as to reimbursement for all or part of the costs associated with approval attendance will be made by the Vicinage Chief Probation Officer/Division Manager and the Assignment Judge with appropriate consideration being given to budgetary provisions.

ARTICLE XVII - Leave of Absence

The Judge may, for good reason, grant the privilege of a leave of absence without pay to any probation officer for a period not to exceed six (6) months at any time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months.

ARTICLE XVIII - Promotion

Section 1

During the term of this Agreement each Probation Officer, upon receiving a promotion to Senior Probation Officer, shall receive a salary increase of six percent (6%) or the minimum for the new position whichever is greater.

Section 2

Any probation officer receiving a provisional appointment from the Judge to serve for an extended or indefinite period to a position higher than his/her

permanent position, shall be entitled to and shall receive the award as set forth in Sections 1 of this Article during the period of time served in that position.

ARTICLE XIX - Meetings

Representatives of the Association may meet with the Vicinage Chief Probation Officer/Division Manager as the representative of the Assignment Judge to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint. The party requesting the meeting shall prepare a written agenda and shall submit it to the other parties for their review prior to the scheduling of a meeting date.

ARTICLE XX - Posting

Section 1

Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as result of the development or establishment of a new job classification, the Vicinage Chief Probation Officer/Division Manager shall have such vacancy prominently posted in each office. At the time of the posting, the Vicinage Chief Probation Officer/Division Manager shall also provide the Association president with a copy of the posting notice.

Section 2

The Vicinage Chief Probation Officer/Division Manager shall make employees aware of educational programs and conferences by posting such notices. A copy of said notice shall be issued to the Association president.

ARTICLE XXI - Liability

Whenever an action is instituted against any employee for any act or omission arising out of, in the course of, and within the scope of, the good faith performance of the duties of his/her office, position or employment, the County shall defray the cost of defending such action as set forth below.

The County's obligation hereunder shall be limited to those cases in which:

1. In criminal actions, the proceeding is dismissed or results in a final disposition in favor of the employee; and
2. The employee was acting in the discharge of duty imposed or authorized by law; and
3. The employee is a named defendant in a matter pending before a court of competent jurisdiction.

ARTICLE XXII - Management Rights

Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the probation department by statute, court rule and judicial policy, the Assignment Judge and Management hereby reserve and retain unto themselves all the power, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this agreement. Among the rights which Management retains, but not limited to them, are the following:

1. To manage and administer the affairs and operations of the probation department;
2. To direct its working forces and operations;
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules, and
7. To promulgate rules and regulations from time-to-time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule, or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Vicinage Chief Probation Officer/Division Manager, which need not be in writing.

Section 2

The parties to this Agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. They hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Section 3

The Judge and Management's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

Section 4

--- Nothing contained in this Agreement shall operate to restrict the Judge and Management in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or of the United States.

ARTICLE XXIII - Policy on Department of Personnel

The administrative and procedural provisions and controls of the Department of Personnel Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the courts.

ARTICLE XXIV - Grievance Procedure

The parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions effecting them, if not otherwise provided for in law shall be settled in the following manner:

Step 1 The grievance shall first be taken to the officer's immediate supervisor, e.g., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time, within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

Step 2 If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Vicinage Chief Probation Officer/Division Manager, who shall acknowledge its receipt within three (3) working days and shall render a written decision within five (5) working days thereafter. In case of absence of the Vicinage Chief Probation Officer/Division Manager, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent;

Step 3 If the aggrieved officer is not satisfied with the decision of the Vicinage Chief Probation Officer/Division Manager, the officer may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Judge may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to him for disposition.

All dispositions shall be forwarded to the grievant in writing, citing the basis for the decision. In using the grievance procedure established herein an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Association designated to represent him/her pursuant to this agreement.

Notwithstanding any procedure for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure shall be held after the normal work day.

ARTICLE XXV - Pledge Against Discrimination

The provisions of this Agreement shall be applied equally to all probation officers without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation or Association activity.

ARTICLE XXVI - Maintenance of Benefits

Except as specifically modified, deleted or changed by this Agreement, all benefits existing at the time of this Agreement shall continue in effect for the duration of the new Agreement. Nothing contained herein shall be interpreted or applied so as to eliminate, reduce or detract from any employee benefit existing prior to this date.

ARTICLE XXVII - Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

ARTICLE XXVIII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the rights of the parties to reopen discussion of any such issue, but only by the mutual consent and upon the happening of some unforeseen event.

ARTICLE XXIX - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1990 and shall remain in full force and effect until December 31, 1991. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this Agreement is required to be given at least ninety (90) days prior to December 31, 1991.

In witness of this Agreement, the parties to it have affixed their signatures this day of , 1992.

FOR THE JUDGE

FOR THE ASSOCIATION

Richard J. Williams, A.J.S.C.